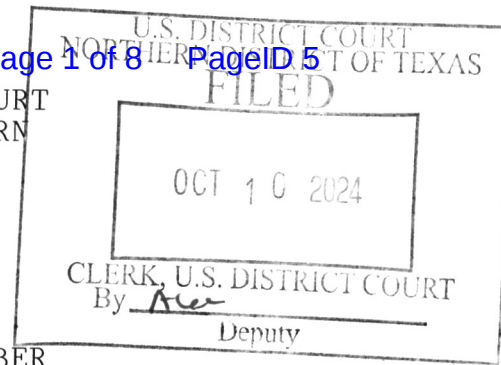


DANIELLE HARAN

*PATRICK EMMETT*UNITED STATES DISTRICT COURT
DALLAS DIVISION? NORTHERN

VERSUS

TITLE LOAN COMPANY

JOHN DOE

JANE DOE EMPLOYEES AND CORPORATION

NEW FILE NUMBER

3-24CV2565-K

NEW COMPLAINT

DECEPTIVE TRADE AND PRACTICES ACT

- #1. Petitioner obtained title loan(date unknown);
- #2. Since that date, the amount of loan has since been paid back along with interest of inordinate amounts;
- #3. The title loan company will not allow me to pay back principle and anything applied has only gone to masive amounts of 'interest' alone;.
- #4. Danielle Haran has pain pump installed with 'dilaudid';
- #5. This make cognition severely off kilter;
- #6. Had Danielle Haran been fully cognizant, Danielle would never have entered into contract that was so severely predatory and insurmountable.

BASIS IN LAW

- #1. THE ONTRACT VIOLATES "DECEPTIVE TRADE AND PRACTICES ACT" UNIFORMCOMMERCIAL CODE ANNOTATED CHAPTER 11.
- #2. Even if there exists signature upon contract; the contract is void pursuant to UCC 2-302 "UNCONSONABLE CONTRACT. The contract essentially engages into contract that can never be paid and all that goes to company only applies to the interest alone. This makes teh contract "VOID" UNDER UCC 2-302.
- #. Due to fact that Danielle Haran has pain pump due to back injury of back, Ms Harans cognition is not fully aware of legal happenstance making teh contract void as a amtter of law. (See "CONTRACTS"(Arthur Corbin 1960 2nd Edition).

WITNESSS AND AFFIDAVITS SUPPORTING CONTENTION

Ms Haran can and will provide affidavits stating that her mental state is highly different before teh pain pump with narcotics 'Dilaudid' han when she did not have pain pump; one has to be fully cognizant to enter and engage into contract. With Dilaudid pain pump, Ms Haran cannot be held liable for contract

RELIEF SOUGHT

- #1. Seeing as how the principle along with substantial interest has already been paid, Ms.Haran seeks to have contract discharged;
- #2. Ms. Haran has long ago paid the car off and owns car free and clear.

page 2 DECEPTIVE TRADE AND PRACTICES ACT 9-24-2024

#3. Ms. Haran seeks contract discharged and title company to be forced to provide here with her title back.

#4. The actions of the company are entirely 'predatory' and 'deceptive' all within meaning of "DECEPTIVE TRADE AND PRACTICES AC. The title company also exhibits " DECEPTIVE PRACTICES"

TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

#1. ms. Haran seeks to have this court enter TRO AND PRELIMINARY INJUNCTION INTO RECORD AGAINST TITLE COMPANY TO FORCE TITLE COMPANY TO GIVE BACK MS. HARANS TITLE IMMEDIATELY.

#2. Ms. haran seeks that no other person is take advantage by title company. Contracts of this nature are to be listed "CONSPICUOUSLY!!!!. THIS MEANS PRINT SHOULD BE LARGE SPELLING OUT TERMS AND AGREEMENT OF .

TEXAS RULE OF CIVIL PROCEDURE 93

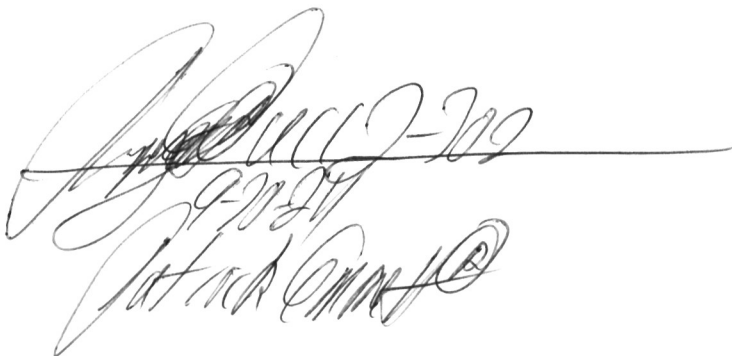
All is stated under penalty of perjury.

DANIELLE HARAN
5507 GREENBRIAR
GREENVILLE TEXAS

[D.M.M 122.23 zip code usage is entirely voluntary and not required.

Danielle Haran

9-27-24

A large, stylized handwritten signature, likely of a legal representative, is written over the typed name and date. The signature is written in dark ink and includes a horizontal line through it.

VERSUS

TITLE COMPNAY
JOHNE DOE? JANE DOE
CORPORATION AND ALL EMPOLYEES

MOTION FOR LEAVE TO PROCEED INFORMA PAUPERIS

Ms. Haran is fully and completely disabled and currently has no form of money due to full disability.

Ms. haran has no bank account or assest besides car purchased 30 years ago, which is car under question.

. Ms. haran has never filed any lawsuit and seks leave to proceed informa pauperis withou prepayment

TEXAS RULE OF CIVIL PROCEDURE 93

All content is stated under penalty of purjury.

Danielle Haran

DANIELLE HARAN
5507 GREENBRIAR
GRENVILLE TEXAS [D.M.M. 122.23 zip code usage is completely voluntary.].

9-27-24

9-24-2024

PATRICK M. METT

VERSUS

TITLE COMPANY

JOHN DOE / JANE DOE EMPLOYES AND
CORPORATION/ OWNERS

FIRST INTEROGGATORIES.

#1.. Were you aware at time that Ms Haran signed contract that she was on severely drastic amounts of a narcotic pain killer called "DILAUDID" that is normally only used for extremely sever pain and advised that you do not even drive due to proclivities of the narcotic to impair judgement along with ability to drive??

#2. Are you aware that DANIELLE HARAN has nerve damage so bad to her back and spinal cord that this can impair her ability to walk at any given moment and have spells to fll down//
B. While DANIELLE HARAN was at your companys offices did you ever see her fall down and lose control of her footing due to drastic nerve damage.

#3. Are you aware that she will be presenting evidence in affidavit form that someone that knew her before she had dilaudid pain pump will state that she would never have engaged into contract with your company if she was not on Dilaudid pain pump

#4. Are you aware that DANIELLE HARAN has paid all of principle of laon adn has also paid substantial interest as well??

DANIELLE HARAN
5507 GREENBRIAR
GREENVILLE TEXAS [D.M.M 122.23]

Danielle Haran

9-27-24

Patrick M. Mett
Patrick M. Mett, N.D., J.P.H.D.

Caddillac

page three 9-30

AFFIDAVIT PURSUANT TO TEXAS RULES OF CIVIL PROCEDURE 93.

I am competent of body and mind; I am over 21 years of age.

I have known petitioner Danielle Haran for 33 years; and, under Texas Common Law, we lived together in and on from 1991 to 1995 and are common law married, when Texas recognizes such after 6 months living together and acting as such.

During the time period of knowing her 33 years, Danielle suffered massive damage to spinal column, and with subsequent distribution of narcotic pain killers; she is not mentally competent to understand complex legal contracts; such as the one in question whereas the John Doe Car Title Loan Company has been 'predatory' and intentionally 'deceptive'; SEE CHAPTER 11 UNIFORM COMMERCIAL CODE ANNOTATED. ALL TERMS AND CONDITIONS ARE REQUIRED TO BE CONSPICUOUSLY LISTED AS TERMS OF AGREEMENT!!!.

This means verbatim that fine print listed below contracts is VOID as violating CHAPTER 11 UNIFORM COMMERCIAL CODE ANNOTATED (see A ANDERSON, BARILET, AND EAST 2011 version).

#2. Also, myself studying law 10 years, there is doctrine called NON COMPOS MENTIS.

This applies:

#1. NOT KNOWING THE LAW:

#2. . BEING A SCINTILLA OF MENTALLY INCOMPETENT. (see HILL VERSUS STATES WHERE THIS "CREATES FEDERALLY PROTECTED LIBERTY" INTEREST, WHEN STATE LAW IS MORE PROTECTIVE: SO THIS IS 14th amendment due process protection;

#3. Since there are other cases adjudicated protecting people with contracts under CHAPTER 11 UCC; this further violates "EQUAL PROTECTION CLAUSE" 14th amendment.

Many courts have already addressed fact that these short term loan places are overly 'predatory' and have ruled against them in courts previous from these 'predatory' practices; a signed contract is "COMPLETELY VOID EVEN WHEN SIGNED UNDER PROVISION OF UNIFORM COMMERCIAL CODE ANNOTATED SECTION UCC2-302: UNCONSCIONABLE CONTRACT".

So, title loan John Doe place has no argument that they have valid signed contract;

Under what legal points I have address; terms were not conspicuous; Danielle is mentally incompetent to understand complex contracts especially when terms are in fine print; and she has Dalaudid pain pump installed to deal with spinal herniation pain from both sides spinal operation.

All statements made herein are all made under penalty of perjury.

To extent that Danielle has any additional monetary income and would support me in that matter, this erroneous contract affects myself directly as well too. So, claim is in duality of charges and allegation made herein; under Texas Common Law, men are head of households; so, Danielle did not have my consent to enter into contract without my own consent in that matter, further making the contract illicit as well. This more protective states right, once again invokes 'LIBERTY INTEREST CLAUSE OF 14th amendment UNITED STATES CONSTITUTIONAL CONSTITUTION AND ORIGINAL AS WELL TOO (altered thru DISTRICT OF COLUMBIA ORGANIC ACT).

Danielle.....actually myself too, seeks that this court issue immediate injunction against the John Doe title loan place

All the loan amount has been repaid; along with substantial interest as well too; so, all contractual obligations should be determined adjudicated by a matter of law

Please incorporate this into consideration of TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION.

Under Common Law doctrines listed English Common Law; a wife would need their husbands permissive leave; to enter into financial obligation; since this was not executed, this furthermore makes contract my common law wife Danielle Haran, fundamentally VOID from its inception.

Since contracts violates CHAPTER 11 UNIFORM COMMERCIAL CODE ANNOTATED; 'DECEPTIVE TRADE AND PRACTICES ACT' this further makes contractual obligations VOID

All composed under penalty of perjury

(5) Were you represented by counsel? If yes, provide the attorney's name:

(6) What was the date that the judgment was entered?

(7) For what offense were you convicted and what was the sentence?

(8) If you were sentenced on more than one count of an indictment in the same court at the same time, what counts were you convicted of and what was the sentence in each count?

(9) What was the plea you entered? (Check one.)

☐ guilty-open plea

☐ guilty-plea bargain

☐ not guilty

☐ *nolo contendere*/no contest

If you entered different pleas to counts in a multi-count indictment, please explain:

(10) What kind of trial did you have?

☐ no jury

☐ jury for guilt and punishment

☐ jury for guilt, judge for punishment

FEDERAL CLERK KAREN MITCHELL

9-30-2024

Enclosed is lawsuit agaisnt a john doe car title company that my common law wife has illeglay entered into without my permission.

Ill need the file number sent to me

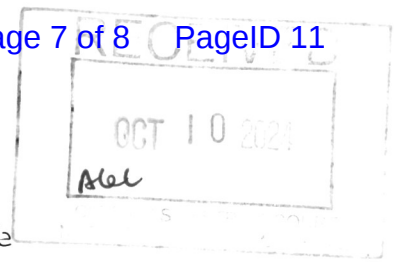
if the court district judge erroneously seperates the casue numbers then i will need to eb provide Danielles cause number as well too.

Good day

Patrick Emmett

01383329

0-30-2024



provisions of Chapter 2

huges
k. morris 2/3 2142
30116729
gatesville TX 76397

UNITED STATES DISTRICT COURT
CLERK KAREN MITCHELL
1100 Commerce
1100 Commerce
DALLAS TEXAS 75242

75242-102799

AUSTIN TX 787
RIO GRANDE DISTRICT
7 OCT 2024 PM 3 L

